

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF VIRGINIA  
ALEXANDRIA DIVISION**

**GENOA DESIGN INTERNATIONAL  
LTD**

**Plaintiff**

**v.**

**SWIFTSHIPS, LLC**

**Defendant**

**CIVIL ACTION NO.:**

\* \* \* \* \*

**COMPLAINT**

NOW COMES Plaintiff Genoa Design International, Ltd (“Genoa”) who files the following Complaint against Defendant Swiftships, LLC (“Swiftships”), and represents as follows:

**PARTIES**

1. Plaintiff Genoa is an Ltd. Corporation incorporated in the Province of Newfoundland and Labrador, Canada, with its principal place of business being the Province of Newfoundland and Labrador, Canada.
2. Defendant Swiftships is a Virginia LLC with all members being citizens of Virginia and/or Louisiana, on information and belief. No member of Swiftships is a citizen of Canada.

**JURISDICTION, VENUE, AND WAIVER OF JURY TRIAL**

3. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C § 1332.
4. This Court has personal jurisdiction over Defendant Swiftships because the parties consented to personal jurisdiction in the Commonwealth of Virginia in Article 44.3 of a subcontract entitled Agreement for Services, Agreement No.: 2102-GDI (hereinafter the

“Master Service Agreement” or “MSA”), attached hereto as Ex. A, under which this dispute arises.

5. Venue is proper in this District because the parties agreed that any litigation under the MSA must be brought exclusively in a court of competent jurisdiction in Fairfax County, Virginia. Ex. A, Article 44.3.
6. The parties waived their rights to a jury trial. Ex. A, Article 44.3.

### **FACTUAL ALLEGATIONS**

7. Swiftships and Genoa entered into the MSA effective March 23, 2021 (Ex. A), under which Genoa agreed to provide certain subcontractor services to Swiftships to support Swiftships’ work under Swiftships Contract No. N00024-18-C-2401 issued by the U.S. Navy, Naval Sea Systems Command. The MSA was drafted by Swiftships.
8. The services rendered by Genoa included but were not limited to 3-D product modeling services and assistance with responding to the U.S. Navy’s comments to Swiftships’ equipment removal plan.
9. In contravention of the MSA, Swiftships has failed to pay Genoa amounts due and owing for services rendered.
10. Specifically, in March 2021 and August 2022, Swiftships issued certain purchase orders to Genoa for various services contemplated and requested under the MSA.
11. Upon receipt of the purchase orders, Genoa timely rendered the requested services and invoiced Swiftships for payment.
12. Swiftships has failed to pay for the services requested and rendered and is now substantially delinquent in the payment of invoices due to Genoa under the MSA.
13. As of March 17, 2023, the following invoices remained unpaid:

Date	Period of billing	Invoice #	PO #	Hours	Invoice Total (USD)	Invoice Total (CAD)
01-07-2022	December 2021	22-003	0019694-1	230.5	23,280.5	29,488.5
02-09-2022	January 2022	22-017	0019694-1	308.5	31,158.5	39,599.3
03-08-2022	February 2022	22-025	0019694-1	277.5	28,027.5	35,735.1
04-07-2022	March 2022	22-035	0019694-1	325.5	32,875.5	41,124.0
05-12-2022	April 2022	22-049	0019694-1	281.0	28,381.0	37,006.0
06-10-2022	May 2022	22-063	0019694-1	305.0	30,805.0	38,949.8
07-06-2022	June 2022	22-089	0019694-1	359.0	36,259.0	46,727.0
08-08-2022	July 2022	22-097	0019694-1	375.0	37,875.0	48,612.6
10-20-2022	August 2022	22-130	0019694-4	373.0	42,482.0	55,107.7
10-20-2022	September 2022	22-131	0019694-4	395.0	45,425.0	61,964.2
11-15-2022	October 2022	22-135	0019694-4	608.0	69,920.0	92,923.7
12-07-2022	November 2022	22-149	0019694-4	489.0	56,235.0	76,805.8
<b>Total</b>				<b>4,327.0</b>	<b>462,724.0</b>	<b>604,043.5</b>

14. Swiftships since made payment of \$54,439.00USD, but approximately \$408,285.00USD remains outstanding at this time, without interest.

15. On information and belief, despite being compensated by the U.S. Navy under Swiftships' Contract No. N00024-18-C-2401, Swiftships has refused to pay its subcontractor Genoa, making Swiftships' violation of the MSA particularly egregious.

#### **CAUSE OF ACTION – BREACH OF CONTRACT**

16. Swiftships had legal payment obligations to Genoa under the MSA.

17. Swiftships violated those obligations by failing to pay Genoa the amounts due for services rendered under the MSA.

18. Genoa has incurred substantial monetary damages as a result of Swiftships' breach of the MSA.

#### **PRAYER FOR RELIEF**

Plaintiff Genoa Design International, LLC prays that, after due proceedings are had, the Court enter a monetary judgment against Defendant Swiftships, LLC for all amounts due to Plaintiff plus interest, costs and attorney's fees.

Dated: July 21, 2023

Respectfully Submitted,

/s/ Jeffrey D. Wilson

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